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November 12, 2004

Mary L. Cottrell, Secretary  
Department of Telecommunication and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02202

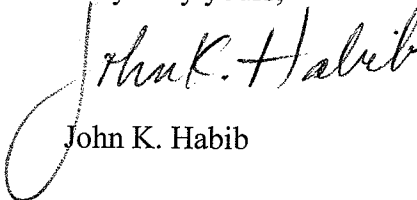
Re: D.T.E. 04-85 — Petition of Boston Edison Company and Commonwealth Electric Company for Approvals Relating to the Restructuring of Power Purchase Agreements with Northeast Energy Associates Limited Partnership

Dear Secretary Cottrell:

Enclosed please find the responses of Boston Edison Company and Commonwealth Electric Company d/b/a NSTAR Electric (the "Companies") to discovery questions asked by the Attorney General and the Department of Telecommunications and Energy in the above-referenced proceeding, as listed on the following Discovery Log. Please note that there are no confidential documents responsive to these questions, and thus, no separate filing is being made relating to these responses.

Thank you for your attention to this matter.

Very truly yours,



John K. Habib

Enclosures

cc: Service List  
Joan Foster Evans, Hearing Officer (2)  
Colleen McConnell, Assistant Attorney General (2)

# LOG OF RESPONSES FILED

D.T.E. 04-85

November 12, 2004

AG-1-1	Filed November 8	Attachment AG-1-1 (a) Attachment AG-1-1 (b) Attachment AG-1-1 (c) Attachment AG-1-1 (d) Attachment AG-1-1 (e)
AG-1-2	Filed November 3	Attachment AG-1-2 <b>CONFIDENTIAL BULK</b>
AG-1-3	Filed November 3	Attachment AG-1-3 <b>CONFIDENTIAL</b>
AG-1-4	Filed November 3	Attachment AG-1-4 (a) Attachment AG-1-4 (b) Attachment AG-1-4 (c)
AG-1-5	Filed November 8	Attachment AG-1-5 (a) <b>CONFIDENTIAL</b> Attachment AG-1-5 (b) <b>CONFIDENTIAL</b> Attachment AG-1-5 (c) <b>CONFIDENTIAL</b> Attachment AG-1-5 (d) <b>CONFIDENTIAL</b> Attachment AG-1-5 (e) <b>CONFIDENTIAL CD-ROM BULK</b>
AG-1-6	Filed November 3	
AG-1-7	Filed November 5	
AG-1-8	Filed November 3	
AG-1-9	Filed November 3	
AG-1-10	Filed November 3	Attachment AG-1-10 (a) <b>CONFIDENTIAL</b> Attachment AG-1-10 (b) <b>CONFIDENTIAL</b>
AG-1-11	Filed November 8 (First Filing)	Attachment AG 1-11
AG-1-12	Filed November 10	Attachment AG-1-12
AG-1-13	Filed November 5	Attachment AG-1-13 <b>CONFIDENTIAL CD-ROM</b>
AG-1-13 (REVISED)	Filed November 8 (First Filing)	
AG-1-14	Filed November 5	
AG-1-15	Filed November 5	
AG-1-16	Filed November 5	
AG-1-17	Filed November 8 (First Filing)	
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AG-1-27	Filed November 5	
AG-1-28	Filed November 9 (First Filing)	
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AG-3-6	Filed Herewith	
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DTE-1-9	Filed November 8 (First Filing)	Attachment DTE-1-9 <b>CONFIDENTIAL</b>
DTE-1-10	Filed November 9 (Second Filing)	Attachment DTE-10 <b>CONFIDENTIAL</b>
DTE-1-11	Filed November 8 (First Filing)	Attachment DTE-1-11 <b>CONFIDENTIAL</b>
DTE-1-12	Filed November 9 (Second Filing)	
DTE-1-13	Filed November 10	Attachment DTE-1-13(a) <b>CONFIDENTIAL</b> Attachment DTE-1-13(b) Attachment DTE-1-13(c) <b>CONFIDENTIAL</b>
DTE-1-14	Filed November 8 (First Filing)	Attachment DTE-1-14(a) <b>CONFIDENTIAL</b> Attachment DTE-1-14(b) <b>CONFIDENTIAL</b>
DTE-1-15	Filed November 9 (Second Filing)	
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DTE-2-12	Filed November 9 (Second Filing)	
DTE-2-13	Filed November 9 (Second Filing)	
DTE-2-14	Filed November 10	
DTE-2-15		
DTE-2-16	Filed November 10	
DTE-2-17	Filed November 9 (Second Filing)	

Information Request AG-3-1

Refer to the response to AG-2-19, electronic spreadsheets supporting the restructured contracts, the worksheet tabbed "Calc." Please explain the purpose of this schedule, the logic of the calculations presented and how it operates. Provide all supporting documents and calculations. Include specific references to contract provisions and other worksheet dependencies.

Response

The "Calc" worksheet is a supporting worksheet designed to calculate on-peak and off-peak deliveries under the existing PPAs using historical delivery information. The sheet then feeds to Schedules 1, 1.5 and 5.3. This linked approach was utilized to ensure consistency across the schedules.

Information Request AG-3-2

Refer to the response to AG-2-19, electronic spreadsheets supporting the restructured contracts, the worksheet tabbed "Schedule 1." Please explain the purpose of this schedule, the logic of the calculations presented and how it operates. Include specific references to contract provisions and other worksheet dependencies.

Response

The worksheet tabbed "Schedule 1" as described in section (i) of the definition of Adjusted Bid Price Amount in the Bellingham Execution Agreement (Petition, Appendix A at Bates pages 3) sets forth specific numerical values used to calculate the Bid Date On-Peak Energy Cost as well as sample values for calculation of Calculation Date On-Peak Energy Costs. These values along with the methodologies contained in Schedule 1 are used to calculate the Revised Adjusted Bid Price Amount. As described in Exhibit NSTAR-GOL at 18, the Adjusted Bid Price:

accounts for changes in market prices in order to maintain the value of the transaction to each party. A "mark-to-market" calculation is included to reflect changes in the wholesale market prices between the time that the NEA bid was submitted and the actual closing date. The mark-to-market calculation is based on verifiable, publicly available indices, which facilitates transparency in the final settlement amounts.

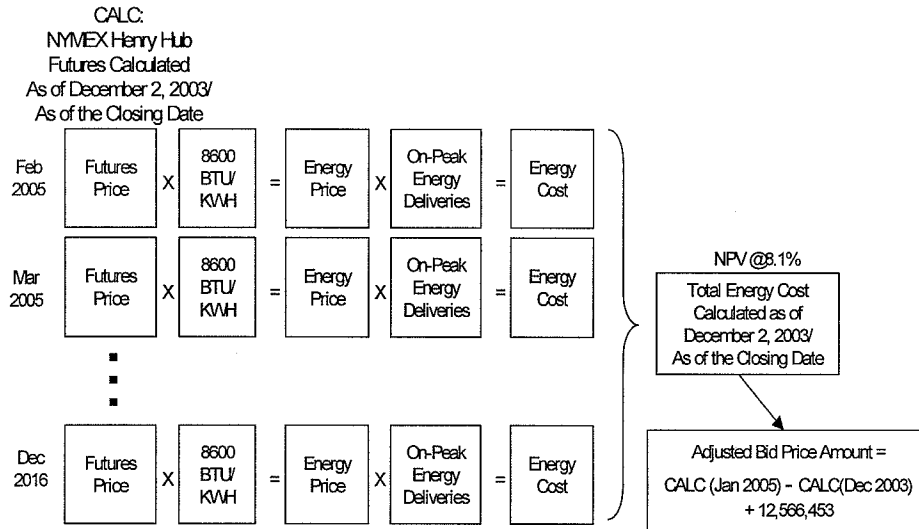
The Adjusted Bid Price is defined as "the Initial NEA Bid Price Amount plus the Bid Date On-Peak Energy Cost, minus the Calculation Date On-Peak Energy Cost" (Petition, Appendix A at Bates page 3; see also related definitions at Bates pages 4, 6). Exhibit NSTAR-GOL at 21-22 explains the calculation:

The calculation of the Adjusted Bid Price Amount begins with the NYMEX Henry Hub futures strip for each month of the NEA Restructuring (Exh. NSTAR-GOL-4 page 2, column K "Forward NYMEX Gas Price\*") and multiplies it by an estimated plant heat rate of 8,600 BTU/kWh to establish an energy price (column L "Calculation Date On-Peak Energy Price\* (\$/MWh)") for each month. This price is multiplied by the monthly on-peak energy deliveries (column G "Total") to establish a monthly energy cost (column M). The monthly energy costs are then summed on a net-present-value ("NPV") basis to establish a total energy cost (column M, line 4/1/2004). The difference between this calculation performed on December 1, 2003 and again on the Closing



Date using the NYMEX published values for the day before the Closing Date will comprise the adjustment to the Initial NEA Bid Price Amount. A negative adjustment amount will be a payment from NEA to NSTAR Electric and a positive amount will be a payment from NSTAR Electric to NEA. A description of the methodology is found in Figure 2, below:

**Figure 2**  
**Calculation of Adjusted Bid Price Amount**



Worksheet "Schedule 1" operates as follows. For each month, the worksheet takes the peak heat rate (shown in cell "E4") and multiplies it times the gas price for that month (shown in columns "H" and "L") to calculate an On-Peak Energy Price (shown in columns "I" and "M"). This price is then multiplied times the Total On-Peak Energy quantity (shown in column "F") to calculate the On-Peak Energy Cost for the month (shown in columns "J" and "N"). Columns "J" and "N" are then Present Value totaled (shown in cells "J22" and "N22") using the PV Factors shown column "B". The difference between the values in J22 and N22 is the Bid Price Adjuster.

Information Request AG-3-3

Refer to the response to AG-2-19, electronic spreadsheets supporting the restructured contracts, the worksheet tabbed "Schedule 1.5." Please explain the purpose of this schedule, the logic of the calculations presented and how it. Include specific references to contract provisions and other worksheet dependencies.

Response

Schedule 1.5, to be completed upon closing, will calculate the final Bid Price Adjuster. The methodology utilized is identical to that used on Schedule 1, as explained in the response to Information Request AG-3-2.

Information Request AG-3-4

Refer to the response to AG-2-19, electronic spreadsheets supporting the restructured contracts, the worksheet tabbed "Schedule 5.3." Please explain the purpose of this schedule, the logic of the calculations presented and how it operates. Include specific references to contract provisions and other worksheet dependencies.

Response

As described in Exhibit NSTAR-GOL at 16-18:

The NEA Restructuring is designed so that, when approved by the Department, NSTAR Electric and NEA will adjust, to the extent possible, the economics of the restructuring of the four PPAs as if the closing had occurred on April 1, 2004.

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the parties are calculating what the payments would have been under the NEA Restructuring since April 1, 2004. The adjustment to April 1, 2004 is the difference between what NSTAR Electric actually paid under the existing NEA PPAs and what it would have paid had the NEA Restructuring been in place beginning on April 1, 2004. This amount, payable at closing, is defined as the Closing Date Amount in the Execution Agreement (Petition, Appendix A at 4-5).

The amounts shown on Schedule 5.3 of the Bellingham Execution Agreement outlines one element of that calculation: the Interim Period On-Peak Energy Price and Interim Period Deliveries as contemplated in the definitions section (Petition, Appendix A at Bates pages 6 and 7) and in Article 5.4 (Petition, Appendix A at Bates page 15). The worksheet is based on historical information contained on the "Calc" sheet in the file. This linked approach was utilized to ensure consistency across the schedules.

Information Request AG-3-6

Please explain how and when the "Bid Date Gas Price" is set for each month of the term of the restructured agreement. Provide the source documents for the Bid Date Gas Prices that appear in Schedule 1.

Response

The Bid Date Gas Price was set on the Bid Date (December 3, 2003) and reflects the future strip prices for Henry Hub Natural Gas. These prices were provided by NEA with its bid and are not subject to revision.

Information Request AG-3-7

Please explain how and when the "Forecast NYMEX Gas Price" is set for each month of the term of the restructured agreement. Provide the source documents for the Forecast NYMEX Gas Prices that appear in Schedule 1.

Response

The Forward NYMEX Gas Price, as it will be used to calculate the Adjusted Bid Price Amount, is defined in the Bellingham Execution Agreement as:

...for any month during the Term, the forward price for natural gas delivered to the Henry Hub for such month as posted by NYMEX as of the close of trading on the trading day immediately preceding the Calculation Date. With respect to any calendar month during the Term for which there is no such price posted by NYMEX, the Forward NYMEX Gas Price will be such price posted by NYMEX for the same calendar month of the latest year for which such a forward price is posted by NYMEX.

Petition, Appendix A at Bates page 6.

The Forward NYMEX Gas Prices that appear in Schedule 1, as provided in response to Information Request AG-2-19, are the prices posted by NYMEX after close of business on June 18, 2004, and were included for illustration purposes.

Information Request AG-3-8

Refer to Article 1 of the Execution Agreement. Under the definition of Adjusted Bid Price Amount it states that Schedule 1 contains "sample numerical values used to calculate a sample Bid Date On-Peak Energy Cost." Please explain why the Bid Date On-Peak Energy Cost is a sample and not the actual value. Please provide the actual/final Bid Date On-Peak Energy Cost and all supporting documentation, workpapers, calculations and assumptions in both hard copy and working spreadsheet models. If the actual/final Bid Date On-Peak Energy Cost has yet to be determined, please explain when it will be determined and what data will be used to establish the gas prices.

Response

As explained in the response to Information Request AG-3-2, the purpose of the Adjusted bid Price Amount is "to reflect changes in the wholesale market prices between the time that the NEA bid was submitted and the actual closing date." The total Bid Date On-Peak Energy Cost that is dependent on the date on which the adjuster period begins, which, in turn is dependent on the actual Closing Date. Accordingly, final amounts will not be established until a Closing Date is decided.

Information Request AG-3-9

Please provide a working spreadsheet models of Schedule 4.1(a) for each restructured and amended agreement that shows the monthly and annual amounts of the support payments for each contract.

Response

Please see Attachment AG-3-9.

AH. AG-3-9

Schedule 4.1(a)  
BECO A Support Payment

Month Ending	No. of Days	MWh/hr BECO A	MWhs BECO A	Monthly Support Payment Price (\$/MWh) BECO A	Total Monthly Payment	Total Yearly Payment
04/30/04	30	140	100,800	29.4643	\$ 2,970,001	
05/31/04	31	100	74,400	39.9194	\$ 2,970,003	
06/30/04	30	120	86,400	34.3750	\$ 2,970,000	
07/31/04	31	130	96,720	30.7072	\$ 2,970,000	
08/31/04	31	130	96,720	30.7072	\$ 2,970,000	
09/30/04	30	130	93,600	31.7308	\$ 2,970,003	
10/31/04	31	130	96,720	30.7072	\$ 2,970,000	
11/30/04	30	110	79,200	37.5000	\$ 2,970,000	
12/31/04	31	140	104,160	28.5138	\$ 2,969,997	\$ 26,730,006
01/31/05	31	150	111,600	19.2652	\$ 2,149,996	
02/28/05	28	150	100,800	21.3294	\$ 2,150,004	
03/31/05	31	140	104,160	20.6413	\$ 2,149,998	
04/30/05	30	140	100,800	21.3294	\$ 2,150,004	
05/31/05	31	100	74,400	28.8978	\$ 2,149,996	
06/30/05	30	120	86,400	24.8843	\$ 2,150,004	
07/31/05	31	130	96,720	22.2291	\$ 2,149,999	
08/31/05	31	130	96,720	22.2291	\$ 2,149,999	
09/30/05	30	130	93,600	22.9701	\$ 2,150,001	
10/31/05	31	130	96,720	22.2291	\$ 2,149,999	
11/30/05	30	110	79,200	27.1465	\$ 2,150,003	
12/31/05	31	140	104,160	20.6413	\$ 2,149,998	\$ 25,799,999
01/31/06	31	150	111,600	20.4301	\$ 2,279,999	
02/28/06	28	150	100,800	22.6190	\$ 2,279,995	
03/31/06	31	140	104,160	21.8894	\$ 2,280,000	
04/30/06	30	140	100,800	22.6190	\$ 2,279,995	
05/31/06	31	100	74,400	30.6452	\$ 2,280,003	
06/30/06	30	120	86,400	26.3889	\$ 2,280,001	
07/31/06	31	130	96,720	23.5732	\$ 2,280,000	
08/31/06	31	130	96,720	23.5732	\$ 2,280,000	
09/30/06	30	130	93,600	24.3590	\$ 2,280,002	
10/31/06	31	130	96,720	23.5732	\$ 2,280,000	
11/30/06	30	110	79,200	28.7879	\$ 2,280,002	
12/31/06	31	140	104,160	21.8894	\$ 2,280,000	\$ 27,359,997
01/31/07	31	150	111,600	21.6846	\$ 2,420,001	
02/28/07	28	150	100,800	24.0079	\$ 2,419,996	
03/31/07	31	140	104,160	23.2335	\$ 2,420,001	
04/30/07	30	140	100,800	24.0079	\$ 2,419,996	
05/31/07	31	100	74,400	32.5269	\$ 2,420,001	
06/30/07	30	120	86,400	28.0093	\$ 2,420,004	
07/31/07	31	130	96,720	25.0207	\$ 2,420,002	
08/31/07	31	130	96,720	25.0207	\$ 2,420,002	
09/30/07	30	130	93,600	25.8547	\$ 2,420,000	
10/31/07	31	130	96,720	25.0207	\$ 2,420,002	
11/30/07	30	110	79,200	30.5556	\$ 2,420,004	
12/31/07	31	140	104,160	23.2335	\$ 2,420,001	\$ 29,040,011
01/31/08	31	150	111,600	18.8172	\$ 2,100,000	
02/29/08	29	150	104,400	20.1149	\$ 2,099,996	
03/31/08	31	140	104,160	20.1613	\$ 2,100,001	
04/30/08	30	140	100,800	20.8333	\$ 2,099,997	



05/31/08	31	100	74,400	28.2258	\$	2,100,000	
06/30/08	30	120	86,400	24.3056	\$	2,100,004	
07/31/08	31	130	96,720	21.7122	\$	2,100,004	
08/31/08	31	130	96,720	21.7122	\$	2,100,004	
09/30/08	30	130	93,600	22.4359	\$	2,100,000	
10/31/08	31	130	96,720	21.7122	\$	2,100,004	
11/30/08	30	110	79,200	26.5152	\$	2,100,004	
12/31/08	31	140	104,160	20.1613	\$	2,100,001	\$ 25,200,013
01/31/09	31	150	111,600	15.9498	\$	1,779,998	
02/28/09	28	150	100,800	17.6587	\$	1,779,997	
03/31/09	31	140	104,160	17.0891	\$	1,780,001	
04/30/09	30	140	100,800	17.6587	\$	1,779,997	
05/31/09	31	100	74,400	23.9247	\$	1,779,998	
06/30/09	30	120	86,400	20.6019	\$	1,780,004	
07/31/09	31	130	96,720	18.4036	\$	1,779,996	
08/31/09	31	130	96,720	18.4036	\$	1,779,996	
09/30/09	30	130	93,600	19.0171	\$	1,780,001	
10/31/09	31	130	96,720	18.4036	\$	1,779,996	
11/30/09	30	110	79,200	22.4747	\$	1,779,996	
12/31/09	31	140	104,160	17.0891	\$	1,780,001	\$ 21,359,980
01/31/10	31	150	111,600	13.1720	\$	1,469,995	
02/28/10	28	150	100,800	14.5833	\$	1,469,997	
03/31/10	31	140	104,160	14.1129	\$	1,470,000	
04/30/10	30	140	100,800	14.5833	\$	1,469,997	
05/31/10	31	100	74,400	19.7581	\$	1,470,003	
06/30/10	30	120	86,400	17.0139	\$	1,470,001	
07/31/10	31	130	96,720	15.1985	\$	1,469,999	
08/31/10	31	130	96,720	15.1985	\$	1,469,999	
09/30/10	30	130	93,600	15.7051	\$	1,469,997	
10/31/10	31	130	96,720	15.1985	\$	1,469,999	
11/30/10	30	110	79,200	18.5606	\$	1,470,000	
12/31/10	31	140	104,160	14.1129	\$	1,470,000	\$ 17,639,985
01/31/11	31	150	111,600	10.2151	\$	1,140,005	
02/28/11	28	150	100,800	11.3095	\$	1,139,998	
03/31/11	31	140	104,160	10.9447	\$	1,140,000	
04/30/11	30	140	100,800	11.3095	\$	1,139,998	
05/31/11	31	100	74,400	15.3226	\$	1,140,001	
06/30/11	30	120	86,400	13.1944	\$	1,139,996	
07/31/11	31	130	96,720	11.7866	\$	1,140,000	
08/31/11	31	130	96,720	11.7866	\$	1,140,000	
09/30/11	30	130	93,600	12.1795	\$	1,140,001	
10/31/11	31	130	96,720	11.7866	\$	1,140,000	
11/30/11	30	110	79,200	14.3939	\$	1,139,997	
12/31/11	31	140	104,160	10.9447	\$	1,140,000	\$ 13,679,996
01/31/12	31	150	111,600	5.3763	\$	599,995	
02/29/12	29	150	104,400	5.7471	\$	599,997	
03/31/12	31	140	104,160	5.7604	\$	600,003	
04/30/12	30	140	100,800	5.9524	\$	600,002	
05/31/12	31	100	74,400	8.0645	\$	599,999	
06/30/12	30	120	86,400	6.9444	\$	599,996	
07/31/12	31	130	96,720	6.2035	\$	600,003	
08/31/12	31	130	96,720	6.2035	\$	600,003	
09/30/12	30	130	93,600	6.4103	\$	600,004	
10/31/12	31	130	96,720	6.2035	\$	600,003	
11/30/12	30	110	79,200	7.5758	\$	600,003	
12/31/12	31	140	104,160	5.7604	\$	600,003	\$ 7,200,011
01/31/13	31	150	111,600	1.6129	\$	180,000	
02/28/13	28	150	100,800	1.7857	\$	179,999	
03/31/13	31	140	104,160	1.7281	\$	179,999	

04/30/13	30	140	100,800	1.7857	\$	179,999	
05/31/13	31	100	74,400	2.4194	\$	180,003	
06/30/13	30	120	86,400	2.0833	\$	179,997	
07/31/13	31	130	96,720	1.8610	\$	179,996	
08/31/13	31	130	96,720	1.8610	\$	179,996	
09/30/13	30	130	93,600	1.9231	\$	180,002	
10/31/13	31	130	96,720	1.8610	\$	179,996	
11/30/13	30	110	79,200	2.2727	\$	179,998	
12/31/13	31	140	104,160	1.7281	\$	179,999	\$ 2,159,983
01/31/14	31	150	111,600	1.8817	\$	209,998	
02/28/14	28	150	100,800	2.0833	\$	209,997	
03/31/14	31	140	104,160	2.0161	\$	209,997	
04/30/14	30	140	100,800	2.0833	\$	209,997	
05/31/14	31	100	74,400	2.8226	\$	210,001	
06/30/14	30	120	86,400	2.4306	\$	210,004	
07/31/14	31	130	96,720	2.1712	\$	209,998	
08/31/14	31	130	96,720	2.1712	\$	209,998	
09/30/14	30	130	93,600	2.2436	\$	210,001	
10/31/14	31	130	96,720	2.1712	\$	209,998	
11/30/14	30	110	79,200	2.6515	\$	209,999	
12/31/14	31	140	104,160	2.0161	\$	209,997	\$ 2,519,985
01/31/15	31	150	111,600	1.8817	\$	209,998	
02/28/15	28	150	100,800	2.0833	\$	209,997	
03/31/15	31	140	104,160	2.0161	\$	209,997	
04/30/15	30	140	100,800	2.0833	\$	209,997	
05/31/15	31	100	74,400	2.8226	\$	210,001	
06/30/15	30	120	86,400	2.4306	\$	210,004	
07/31/15	31	130	96,720	2.1712	\$	209,998	
08/31/15	31	130	96,720	2.1712	\$	209,998	
09/30/15	30	130	93,600	2.2436	\$	210,001	
10/31/15	31	130	96,720	2.1712	\$	209,998	
11/30/15	30	110	79,200	2.6515	\$	209,999	
12/31/15	31	140	104,160	2.0161	\$	209,997	\$ 2,519,985
01/31/16	31	150	111,600	-3.4946	\$	(389,997)	
02/29/16	29	150	104,400	-3.7356	\$	(389,997)	
03/31/16	31	140	104,160	-3.7442	\$	(389,996)	
04/30/16	30	140	100,800	-3.8690	\$	(389,995)	
05/31/16	31	100	74,400	-5.2419	\$	(389,997)	
06/30/16	30	120	86,400	-4.5139	\$	(390,001)	
07/31/16	31	130	96,720	-4.0323	\$	(390,004)	
08/31/16	31	130	96,720	-4.0323	\$	(390,004)	
09/30/16	15	130	46,800	-4.1667	\$	(195,002)	\$ (3,314,993)

**Schedule 4.1(a)**

**BECO B Support Payment**

Month Ending	No. of Days	MWh/hr BECO B	MWhs BECO B	Monthly Support Payment Price (\$/MWh) BECO B	Total Monthly Payment	Total Yearly Payment
04/30/04	30	90	64,800	87.963	\$ 5,700,002	
05/31/04	31	60	44,640	127.688	\$ 5,700,001	
06/30/04	30	60	43,200	131.944	\$ 5,699,998	
07/31/04	31	70	52,080	109.447	\$ 5,700,000	
08/31/04	31	70	52,080	109.447	\$ 5,700,000	
09/30/04	30	70	50,400	113.095	\$ 5,699,998	
10/31/04	31	90	66,960	85.125	\$ 5,699,997	
11/30/04	30	80	57,600	98.958	\$ 5,699,998	
12/31/04	31	80	59,520	95.766	\$ 5,699,998	\$ 51,299,992
01/31/05	31	90	66,960	71.386	\$ 4,780,000	
02/28/05	28	90	60,480	79.034	\$ 4,780,001	
03/31/05	31	90	66,960	71.386	\$ 4,780,000	
04/30/05	30	90	64,800	73.765	\$ 4,779,998	
05/31/05	31	60	44,640	107.079	\$ 4,780,002	
06/30/05	30	60	43,200	110.648	\$ 4,779,998	
07/31/05	31	70	52,080	91.782	\$ 4,780,001	
08/31/05	31	70	52,080	91.782	\$ 4,780,001	
09/30/05	30	70	50,400	94.841	\$ 4,780,002	
10/31/05	31	90	66,960	71.386	\$ 4,780,000	
11/30/05	30	80	57,600	82.986	\$ 4,779,999	
12/31/05	31	80	59,520	80.309	\$ 4,779,998	\$ 57,359,999
01/31/06	31	90	66,960	80.048	\$ 5,360,001	
02/28/06	28	90	60,480	88.624	\$ 5,359,998	
03/31/06	31	90	66,960	80.048	\$ 5,360,001	
04/30/06	30	90	64,800	82.716	\$ 5,359,997	
05/31/06	31	60	44,640	120.072	\$ 5,360,001	
06/30/06	30	60	43,200	124.074	\$ 5,360,001	
07/31/06	31	70	52,080	102.919	\$ 5,360,001	
08/31/06	31	70	52,080	102.919	\$ 5,360,001	
09/30/06	30	70	50,400	106.349	\$ 5,360,000	
10/31/06	31	90	66,960	80.048	\$ 5,360,001	
11/30/06	30	80	57,600	93.056	\$ 5,360,003	
12/31/06	31	80	59,520	90.054	\$ 5,360,002	\$ 64,320,004
01/31/07	31	90	66,960	84.827	\$ 5,680,003	
02/28/07	28	90	60,480	93.915	\$ 5,679,997	
03/31/07	31	90	66,960	84.827	\$ 5,680,003	
04/30/07	30	90	64,800	87.654	\$ 5,679,999	
05/31/07	31	60	44,640	127.240	\$ 5,679,998	
06/30/07	30	60	43,200	131.482	\$ 5,680,001	
07/31/07	31	70	52,080	109.063	\$ 5,680,001	
08/31/07	31	70	52,080	109.063	\$ 5,680,001	
09/30/07	30	70	50,400	112.698	\$ 5,679,999	
10/31/07	31	90	66,960	84.827	\$ 5,680,003	
11/30/07	30	80	57,600	98.611	\$ 5,679,999	

12/31/07	31	80	59,520	95.430	\$	5,680,000	\$	68,160,003
01/31/08	31	90	66,960	92.145	\$	6,170,002		
02/29/08	29	90	62,640	98.499	\$	6,170,002		
03/31/08	31	90	66,960	92.145	\$	6,170,002		
04/30/08	30	90	64,800	95.216	\$	6,169,997		
05/31/08	31	60	44,640	138.217	\$	6,169,998		
06/30/08	30	60	43,200	142.824	\$	6,170,001		
07/31/08	31	70	52,080	118.472	\$	6,170,001		
08/31/08	31	70	52,080	118.472	\$	6,170,001		
09/30/08	30	70	50,400	122.421	\$	6,169,998		
10/31/08	31	90	66,960	92.145	\$	6,170,002		
11/30/08	30	80	57,600	107.118	\$	6,170,003		
12/31/08	31	80	59,520	103.663	\$	6,169,998	\$	74,040,006
01/31/09	31	90	66,960	98.417	\$	6,590,002		
02/28/09	28	90	60,480	108.962	\$	6,589,998		
03/31/09	31	90	66,960	98.417	\$	6,590,002		
04/30/09	30	90	64,800	101.698	\$	6,589,998		
05/31/09	31	60	44,640	147.625	\$	6,589,998		
06/30/09	30	60	43,200	152.546	\$	6,590,000		
07/31/09	31	70	52,080	126.536	\$	6,590,000		
08/31/09	31	70	52,080	126.536	\$	6,590,000		
09/30/09	30	70	50,400	130.754	\$	6,590,002		
10/31/09	31	90	66,960	98.417	\$	6,590,002		
11/30/09	30	80	57,600	114.410	\$	6,589,999		
12/31/09	31	80	59,520	110.719	\$	6,590,001	\$	79,080,002
01/31/10	31	90	66,960	106.332	\$	7,119,997		
02/28/10	28	90	60,480	117.725	\$	7,120,002		
03/31/10	31	90	66,960	106.332	\$	7,119,997		
04/30/10	30	90	64,800	109.877	\$	7,119,997		
05/31/10	31	60	44,640	159.498	\$	7,120,000		
06/30/10	30	60	43,200	164.815	\$	7,119,999		
07/31/10	31	70	52,080	136.713	\$	7,119,997		
08/31/10	31	70	52,080	136.713	\$	7,119,997		
09/30/10	30	70	50,400	141.270	\$	7,119,998		
10/31/10	31	90	66,960	106.332	\$	7,119,997		
11/30/10	30	80	57,600	123.611	\$	7,119,999		
12/31/10	31	80	59,520	119.624	\$	7,120,003	\$	85,439,985
01/31/11	31	90	66,960	56.750	\$	3,800,000		
02/28/11	28	90	60,480	62.831	\$	3,800,001		
03/31/11	31	90	66,960	56.750	\$	3,800,000		
04/30/11	30	90	64,800	58.642	\$	3,800,002		
05/31/11	31	60	44,640	85.125	\$	3,799,998		
06/30/11	30	60	43,200	87.963	\$	3,800,002		
07/31/11	31	70	52,080	72.965	\$	3,800,002		
08/31/11	31	70	52,080	72.965	\$	3,800,002		
09/30/11	15	70	25,200	75.397	\$	1,899,999		
10/31/11	31	0	0	0	\$	-		
11/30/11	30	0	0	0	\$	-		
12/31/11	31	0	0	0	\$	-	\$	32,300,004
01/31/12	31	0	0	0	\$	-		
02/29/12	29	0	0	0	\$	-		
03/31/12	31	0	0	0	\$	-		

04/30/12	30	0	0	0	\$	-		
05/31/12	31	0	0	0	\$	-		
06/30/12	30	0	0	0	\$	-		
07/31/12	31	0	0	0	\$	-		
08/31/12	31	0	0	0	\$	-		
09/30/12	30	0	0	0	\$	-		
10/31/12	31	0	0	0	\$	-		
11/30/12	30	0	0	0	\$	-		
12/31/12	31	0	0	0	\$	-	\$	-
01/31/13	31	0	0	0	\$	-		
02/28/13	28	0	0	0	\$	-		
03/31/13	31	0	0	0	\$	-		
04/30/13	30	0	0	0	\$	-		
05/31/13	31	0	0	0	\$	-		
06/30/13	30	0	0	0	\$	-		
07/31/13	31	0	0	0	\$	-		
08/31/13	31	0	0	0	\$	-		
09/30/13	30	0	0	0	\$	-		
10/31/13	31	0	0	0	\$	-		
11/30/13	30	0	0	0	\$	-		
12/31/13	31	0	0	0	\$	-	\$	-
01/31/14	31	0	0	0	\$	-		
02/28/14	28	0	0	0	\$	-		
03/31/14	31	0	0	0	\$	-		
04/30/14	30	0	0	0	\$	-		
05/31/14	31	0	0	0	\$	-		
06/30/14	30	0	0	0	\$	-		
07/31/14	31	0	0	0	\$	-		
08/31/14	31	0	0	0	\$	-		
09/30/14	30	0	0	0	\$	-		
10/31/14	31	0	0	0	\$	-		
11/30/14	30	0	0	0	\$	-		
12/31/14	31	0	0	0	\$	-	\$	-
01/31/15	31	0	0	0	\$	-		
02/28/15	28	0	0	0	\$	-		
03/31/15	31	0	0	0	\$	-		
04/30/15	30	0	0	0	\$	-		
05/31/15	31	0	0	0	\$	-		
06/30/15	30	0	0	0	\$	-		
07/31/15	31	0	0	0	\$	-		
08/31/15	31	0	0	0	\$	-		
09/30/15	30	0	0	0	\$	-		
10/31/15	31	0	0	0	\$	-		
11/30/15	30	0	0	0	\$	-		
12/31/15	31	0	0	0	\$	-	\$	-
01/31/16	31	0	0	0	\$	-		
02/29/16	29	0	0	0	\$	-		
03/31/16	31	0	0	0	\$	-		
04/30/16	30	0	0	0	\$	-		
05/31/16	31	0	0	0	\$	-		
06/30/16	30	0	0	0	\$	-		
07/31/16	31	0	0	0	\$	-		

08/31/16	31	0	0	0 \$	-		
09/30/16	30	0	0	0 \$	-	\$	-

## Schedule 4.1(a)

## CECo 1 Support Payment

Month Ending	No. of Days	MWh/hr CECo 1	MWWhs CECo 1	Monthly Support Payment Price (\$/MWh) CECo 1	Total Monthly Payment	Total Yearly Payment
04/30/04	30	30	21,600	47.6852	\$ 1,030,000	
05/31/04	31	20	14,880	69.2204	\$ 1,030,000	
06/30/04	30	20	14,400	71.5278	\$ 1,030,000	
07/31/04	31	20	14,880	69.2204	\$ 1,030,000	
08/31/04	31	20	14,880	69.2204	\$ 1,030,000	
09/30/04	30	30	21,600	47.6852	\$ 1,030,000	
10/31/04	31	30	22,320	46.1470	\$ 1,030,001	
11/30/04	30	20	14,400	71.5278	\$ 1,030,000	
12/31/04	31	30	22,320	46.1470	\$ 1,030,001	\$ 9,270,002
01/31/05	31	30	22,320	29.1219	\$ 650,001	
02/28/05	28	30	20,160	32.2421	\$ 650,001	
03/31/05	31	30	22,320	29.1219	\$ 650,001	
04/30/05	30	30	21,600	30.0926	\$ 650,000	
05/31/05	31	20	14,880	43.6828	\$ 650,000	
06/30/05	30	20	14,400	45.1389	\$ 650,000	
07/31/05	31	20	14,880	43.6828	\$ 650,000	
08/31/05	31	20	14,880	43.6828	\$ 650,000	
09/30/05	30	30	21,600	30.0926	\$ 650,000	
10/31/05	31	30	22,320	29.1219	\$ 650,001	
11/30/05	30	20	14,400	45.1389	\$ 650,000	
12/31/05	31	30	22,320	29.1219	\$ 650,001	\$ 7,800,005
01/31/06	31	30	22,320	27.7778	\$ 620,000	
02/28/06	28	30	20,160	30.7540	\$ 620,001	
03/31/06	31	30	22,320	27.7778	\$ 620,000	
04/30/06	30	30	21,600	28.7037	\$ 620,000	
05/31/06	31	20	14,880	41.6667	\$ 620,000	
06/30/06	30	20	14,400	43.0556	\$ 620,001	
07/31/06	31	20	14,880	41.6667	\$ 620,000	
08/31/06	31	20	14,880	41.6667	\$ 620,000	
09/30/06	30	30	21,600	28.7037	\$ 620,000	
10/31/06	31	30	22,320	27.7778	\$ 620,000	
11/30/06	30	20	14,400	43.0556	\$ 620,001	
12/31/06	31	30	22,320	27.7778	\$ 620,000	\$ 7,440,005
01/31/07	31	30	22,320	19.2652	\$ 429,999	
02/28/07	28	30	20,160	21.3294	\$ 430,001	
03/31/07	31	30	22,320	19.2652	\$ 429,999	
04/30/07	30	30	21,600	19.9074	\$ 430,000	
05/31/07	31	20	14,880	28.8978	\$ 429,999	
06/30/07	30	20	14,400	29.8611	\$ 430,000	
07/31/07	31	20	14,880	28.8978	\$ 429,999	
08/31/07	31	20	14,880	28.8978	\$ 429,999	
09/30/07	30	30	21,600	19.9074	\$ 430,000	
10/31/07	31	30	22,320	19.2652	\$ 429,999	

11/30/07	30	20	14,400	29.8611	\$	430,000	
12/31/07	31	30	22,320	19.2652	\$	429,999	\$ 5,159,995
01/31/08	31	30	22,320	17.4731	\$	390,000	
02/29/08	29	30	20,880	18.6782	\$	390,001	
03/31/08	31	30	22,320	17.4731	\$	390,000	
04/30/08	30	30	21,600	18.0556	\$	390,001	
05/31/08	31	20	14,880	26.2097	\$	390,000	
06/30/08	30	20	14,400	27.0833	\$	390,000	
07/31/08	31	20	14,880	26.2097	\$	390,000	
08/31/08	31	20	14,880	26.2097	\$	390,000	
09/30/08	30	30	21,600	18.0556	\$	390,001	
10/31/08	31	30	22,320	17.4731	\$	390,000	
11/30/08	30	20	14,400	27.0833	\$	390,000	
12/31/08	31	30	22,320	17.4731	\$	390,000	\$ 4,680,001
01/31/09	31	30	22,320	15.2330	\$	340,001	
02/28/09	28	30	20,160	16.8651	\$	340,000	
03/31/09	31	30	22,320	15.2330	\$	340,001	
04/30/09	30	30	21,600	15.7407	\$	339,999	
05/31/09	31	20	14,880	22.8495	\$	340,001	
06/30/09	30	20	14,400	23.6111	\$	340,000	
07/31/09	31	20	14,880	22.8495	\$	340,001	
08/31/09	31	20	14,880	22.8495	\$	340,001	
09/30/09	30	30	21,600	15.7407	\$	339,999	
10/31/09	31	30	22,320	15.2330	\$	340,001	
11/30/09	30	20	14,400	23.6111	\$	340,000	
12/31/09	31	30	22,320	15.2330	\$	340,001	\$ 4,080,002
01/31/10	31	30	22,320	12.9928	\$	289,999	
02/28/10	28	30	20,160	14.3849	\$	290,000	
03/31/10	31	30	22,320	12.9928	\$	289,999	
04/30/10	30	30	21,600	13.4259	\$	289,999	
05/31/10	31	20	14,880	19.4892	\$	289,999	
06/30/10	30	20	14,400	20.1389	\$	290,000	
07/31/10	31	20	14,880	19.4892	\$	289,999	
08/31/10	31	20	14,880	19.4892	\$	289,999	
09/30/10	30	30	21,600	13.4259	\$	289,999	
10/31/10	31	30	22,320	12.9928	\$	289,999	
11/30/10	30	20	14,400	20.1389	\$	290,000	
12/31/10	31	30	22,320	12.9928	\$	289,999	\$ 3,479,994
01/31/11	31	30	22,320	10.3047	\$	230,001	
02/28/11	28	30	20,160	11.4087	\$	229,999	
03/31/11	31	30	22,320	10.3047	\$	230,001	
04/30/11	30	30	21,600	10.6481	\$	229,999	
05/31/11	31	20	14,880	15.4570	\$	230,000	
06/30/11	30	20	14,400	15.9722	\$	230,000	
07/31/11	31	20	14,880	15.4570	\$	230,000	
08/31/11	31	20	14,880	15.4570	\$	230,000	
09/30/11	30	30	21,600	10.6481	\$	229,999	
10/31/11	31	30	22,320	10.3047	\$	230,001	
11/30/11	30	20	14,400	15.9722	\$	230,000	
12/31/11	31	30	22,320	10.3047	\$	230,001	\$ 2,760,001
01/31/12	31	30	22,320	6.2724	\$	140,000	
02/29/12	29	30	20,880	6.7050	\$	140,000	



03/31/12	31	30	22,320	6.2724	\$	140,000	
04/30/12	30	30	21,600	6.4815	\$	140,000	
05/31/12	31	20	14,880	9.4086	\$	140,000	
06/30/12	30	20	14,400	9.7222	\$	140,000	
07/31/12	31	20	14,880	9.4086	\$	140,000	
08/31/12	31	20	14,880	9.4086	\$	140,000	
09/30/12	30	30	21,600	6.4815	\$	140,000	
10/31/12	31	30	22,320	6.2724	\$	140,000	
11/30/12	30	20	14,400	9.7222	\$	140,000	
12/31/12	31	30	22,320	6.2724	\$	140,000	\$ 1,680,000
01/31/13	31	30	22,320	2.6882	\$	60,001	
02/28/13	28	30	20,160	2.9762	\$	60,000	
03/31/13	31	30	22,320	2.6882	\$	60,001	
04/30/13	30	30	21,600	2.7778	\$	60,000	
05/31/13	31	20	14,880	4.0323	\$	60,001	
06/30/13	30	20	14,400	4.1667	\$	60,000	
07/31/13	31	20	14,880	4.0323	\$	60,001	
08/31/13	31	20	14,880	4.0323	\$	60,001	
09/30/13	30	30	21,600	2.7778	\$	60,000	
10/31/13	31	30	22,320	2.6882	\$	60,001	
11/30/13	30	20	14,400	4.1667	\$	60,000	
12/31/13	31	30	22,320	2.6882	\$	60,001	\$ 720,006
01/31/14	31	30	22,320	3.1362	\$	70,000	
02/28/14	28	30	20,160	3.4722	\$	70,000	
03/31/14	31	30	22,320	3.1362	\$	70,000	
04/30/14	30	30	21,600	3.2407	\$	69,999	
05/31/14	31	20	14,880	4.7043	\$	70,000	
06/30/14	30	20	14,400	4.8611	\$	70,000	
07/31/14	31	20	14,880	4.7043	\$	70,000	
08/31/14	31	20	14,880	4.7043	\$	70,000	
09/30/14	30	30	21,600	3.2407	\$	69,999	
10/31/14	31	30	22,320	3.1362	\$	70,000	
11/30/14	30	20	14,400	4.8611	\$	70,000	
12/31/14	31	30	22,320	3.1362	\$	70,000	\$ 839,997
01/31/15	31	30	22,320	3.1362	\$	70,000	
02/28/15	28	30	20,160	3.4722	\$	70,000	
03/31/15	31	30	22,320	3.1362	\$	70,000	
04/30/15	30	30	21,600	3.2407	\$	69,999	
05/31/15	31	20	14,880	4.7043	\$	70,000	
06/30/15	30	20	14,400	4.8611	\$	70,000	
07/31/15	31	20	14,880	4.7043	\$	70,000	
08/31/15	31	20	14,880	4.7043	\$	70,000	
09/30/15	30	30	21,600	3.2407	\$	69,999	
10/31/15	31	30	22,320	3.1362	\$	70,000	
11/30/15	30	20	14,400	4.8611	\$	70,000	
12/31/15	31	30	22,320	3.1362	\$	70,000	\$ 839,997
01/31/16	31	30	22,320	-1.3441	\$	(30,000)	
02/29/16	29	30	20,880	-1.4368	\$	(30,000)	
03/31/16	31	30	22,320	-1.3441	\$	(30,000)	
04/30/16	30	30	21,600	-1.3889	\$	(30,000)	
05/31/16	31	20	14,880	-2.0161	\$	(30,000)	
06/30/16	30	20	14,400	-2.0833	\$	(30,000)	

07/31/16	31	20	14,880	-2.0161	\$	(30,000)	
08/31/16	31	20	14,880	-2.0161	\$	(30,000)	
09/30/16	15	30	10,800	-1.3889	\$	(15,000)	\$ (255,000)

**Schedule 4.1(a)**

**CECo 2 Support Payment**

Month Ending	No. of Days	MWh/hr CECo 2	MWbs CECo 2	Monthly Support Payment Price (\$/MWh) CECo 2	Total Monthly Payment	Total Yearly Payment
04/30/04	30	20	14,400	86.1111	\$ 1,240,000	
05/31/04	31	20	14,880	83.3333	\$ 1,240,000	
06/30/04	30	20	14,400	86.1111	\$ 1,240,000	
07/31/04	31	20	14,880	83.3333	\$ 1,240,000	
08/31/04	31	20	14,880	83.3333	\$ 1,240,000	
09/30/04	30	20	14,400	86.1111	\$ 1,240,000	
10/31/04	31	20	14,880	83.3333	\$ 1,240,000	
11/30/04	30	20	14,400	86.1111	\$ 1,240,000	
12/31/04	31	20	14,880	83.3333	\$ 1,240,000	\$ 11,159,997
01/31/05	31	20	14,880	69.2204	\$ 1,030,000	
02/28/05	28	20	13,440	76.6369	\$ 1,030,000	
03/31/05	31	20	14,880	69.2204	\$ 1,030,000	
04/30/05	30	20	14,400	71.5278	\$ 1,030,000	
05/31/05	31	20	14,880	69.2204	\$ 1,030,000	
06/30/05	30	20	14,400	71.5278	\$ 1,030,000	
07/31/05	31	20	14,880	69.2204	\$ 1,030,000	
08/31/05	31	20	14,880	69.2204	\$ 1,030,000	
09/30/05	30	20	14,400	71.5278	\$ 1,030,000	
10/31/05	31	20	14,880	69.2204	\$ 1,030,000	
11/30/05	30	20	14,400	71.5278	\$ 1,030,000	
12/31/05	31	20	14,880	69.2204	\$ 1,030,000	\$ 12,359,998
01/31/06	31	20	14,880	79.3011	\$ 1,180,000	
02/28/06	28	20	13,440	87.7976	\$ 1,180,000	
03/31/06	31	20	14,880	79.3011	\$ 1,180,000	
04/30/06	30	20	14,400	81.9444	\$ 1,179,999	
05/31/06	31	20	14,880	79.3011	\$ 1,180,000	
06/30/06	30	20	14,400	81.9444	\$ 1,179,999	
07/31/06	31	20	14,880	79.3011	\$ 1,180,000	
08/31/06	31	20	14,880	79.3011	\$ 1,180,000	
09/30/06	30	20	14,400	81.9444	\$ 1,179,999	
10/31/06	31	20	14,880	79.3011	\$ 1,180,000	
11/30/06	30	20	14,400	81.9444	\$ 1,179,999	
12/31/06	31	20	14,880	79.3011	\$ 1,180,000	\$ 14,160,000
01/31/07	31	20	14,880	89.3817	\$ 1,330,000	
02/28/07	28	20	13,440	98.9583	\$ 1,330,000	
03/31/07	31	20	14,880	89.3817	\$ 1,330,000	
04/30/07	30	20	14,400	92.3611	\$ 1,330,000	
05/31/07	31	20	14,880	89.3817	\$ 1,330,000	
06/30/07	30	20	14,400	92.3611	\$ 1,330,000	
07/31/07	31	20	14,880	89.3817	\$ 1,330,000	
08/31/07	31	20	14,880	89.3817	\$ 1,330,000	
09/30/07	30	20	14,400	92.3611	\$ 1,330,000	
10/31/07	31	20	14,880	89.3817	\$ 1,330,000	
11/30/07	30	20	14,400	92.3611	\$ 1,330,000	

12/31/07	31	20	14,880	89.3817	\$	1,330,000	\$	15,959,997
01/31/08	31	20	14,880	96.1022	\$	1,430,001		
02/29/08	29	20	13,920	102.7299	\$	1,430,000		
03/31/08	31	20	14,880	96.1022	\$	1,430,001		
04/30/08	30	20	14,400	99.3056	\$	1,430,001		
05/31/08	31	20	14,880	96.1022	\$	1,430,001		
06/30/08	30	20	14,400	99.3056	\$	1,430,001		
07/31/08	31	20	14,880	96.1022	\$	1,430,001		
08/31/08	31	20	14,880	96.1022	\$	1,430,001		
09/30/08	30	20	14,400	99.3056	\$	1,430,001		
10/31/08	31	20	14,880	96.1022	\$	1,430,001		
11/30/08	30	20	14,400	99.3056	\$	1,430,001		
12/31/08	31	20	14,880	96.1022	\$	1,430,001	\$	17,160,008
01/31/09	31	20	14,880	103.4946	\$	1,540,000		
02/28/09	28	20	13,440	114.5833	\$	1,540,000		
03/31/09	31	20	14,880	103.4946	\$	1,540,000		
04/30/09	30	20	14,400	106.9444	\$	1,539,999		
05/31/09	31	20	14,880	103.4946	\$	1,540,000		
06/30/09	30	20	14,400	106.9444	\$	1,539,999		
07/31/09	31	20	14,880	103.4946	\$	1,540,000		
08/31/09	31	20	14,880	103.4946	\$	1,540,000		
09/30/09	30	20	14,400	106.9444	\$	1,539,999		
10/31/09	31	20	14,880	103.4946	\$	1,540,000		
11/30/09	30	20	14,400	106.9444	\$	1,539,999		
12/31/09	31	20	14,880	103.4946	\$	1,540,000	\$	18,479,995
01/31/10	31	20	14,880	111.5591	\$	1,659,999		
02/28/10	28	20	13,440	123.5119	\$	1,660,000		
03/31/10	31	20	14,880	111.5591	\$	1,659,999		
04/30/10	30	20	14,400	115.2778	\$	1,660,000		
05/31/10	31	20	14,880	111.5591	\$	1,659,999		
06/30/10	30	20	14,400	115.2778	\$	1,660,000		
07/31/10	31	20	14,880	111.5591	\$	1,659,999		
08/31/10	31	20	14,880	111.5591	\$	1,659,999		
09/30/10	30	20	14,400	115.2778	\$	1,660,000		
10/31/10	31	20	14,880	111.5591	\$	1,659,999		
11/30/10	30	20	14,400	115.2778	\$	1,660,000		
12/31/10	31	20	14,880	111.5591	\$	1,659,999	\$	19,919,997
01/31/11	31	20	14,880	120.2957	\$	1,790,000		
02/28/11	28	20	13,440	133.1845	\$	1,790,000		
03/31/11	31	20	14,880	120.2957	\$	1,790,000		
04/30/11	30	20	14,400	124.3056	\$	1,790,001		
05/31/11	31	20	14,880	120.2957	\$	1,790,000		
06/30/11	30	20	14,400	124.3056	\$	1,790,001		
07/31/11	31	20	14,880	120.2957	\$	1,790,000		
08/31/11	31	20	14,880	120.2957	\$	1,790,000		
09/30/11	30	20	14,400	124.3056	\$	1,790,001		
10/31/11	31	20	14,880	120.2957	\$	1,790,000		
11/30/11	30	20	14,400	124.3056	\$	1,790,001		
12/31/11	31	20	14,880	120.2957	\$	1,790,000	\$	21,480,002
01/31/12	31	20	14,880	127.6882	\$	1,900,000		
02/29/12	29	20	13,920	136.4943	\$	1,900,001		
03/31/12	31	20	14,880	127.6882	\$	1,900,000		

04/30/12	30	20	14,400	131.9444	\$	1,899,999	
05/31/12	31	20	14,880	127.6882	\$	1,900,000	
06/30/12	30	20	14,400	131.9444	\$	1,899,999	
07/31/12	31	20	14,880	127.6882	\$	1,900,000	
08/31/12	31	20	14,880	127.6882	\$	1,900,000	
09/30/12	30	20	14,400	131.9444	\$	1,899,999	
10/31/12	31	20	14,880	127.6882	\$	1,900,000	
11/30/12	30	20	14,400	131.9444	\$	1,899,999	
12/31/12	31	20	14,880	127.6882	\$	1,900,000	\$ 22,800,001
01/31/13	31	20	14,880	137.0968	\$	2,040,000	
02/28/13	28	20	13,440	151.7857	\$	2,040,000	
03/31/13	31	20	14,880	137.0968	\$	2,040,000	
04/30/13	30	20	14,400	141.6667	\$	2,040,000	
05/31/13	31	20	14,880	137.0968	\$	2,040,000	
06/30/13	30	20	14,400	141.6667	\$	2,040,000	
07/31/13	31	20	14,880	137.0968	\$	2,040,000	
08/31/13	31	20	14,880	137.0968	\$	2,040,000	
09/30/13	30	20	14,400	141.6667	\$	2,040,000	
10/31/13	31	20	14,880	137.0968	\$	2,040,000	
11/30/13	30	20	14,400	141.6667	\$	2,040,000	
12/31/13	31	20	14,880	137.0968	\$	2,040,000	\$ 24,480,004
01/31/14	31	20	14,880	152.5538	\$	2,270,001	
02/28/14	28	20	13,440	168.8988	\$	2,270,000	
03/31/14	31	20	14,880	152.5538	\$	2,270,001	
04/30/14	30	20	14,400	157.6389	\$	2,270,000	
05/31/14	31	20	14,880	152.5538	\$	2,270,001	
06/30/14	30	20	14,400	157.6389	\$	2,270,000	
07/31/14	31	20	14,880	152.5538	\$	2,270,001	
08/31/14	31	20	14,880	152.5538	\$	2,270,001	
09/30/14	30	20	14,400	157.6389	\$	2,270,000	
10/31/14	31	20	14,880	152.5538	\$	2,270,001	
11/30/14	30	20	14,400	157.6389	\$	2,270,000	
12/31/14	31	20	14,880	152.5538	\$	2,270,001	\$ 27,240,004
01/31/15	31	20	14,880	152.5538	\$	2,270,001	
02/28/15	28	20	13,440	168.8988	\$	2,270,000	
03/31/15	31	20	14,880	152.5538	\$	2,270,001	
04/30/15	30	20	14,400	157.6389	\$	2,270,000	
05/31/15	31	20	14,880	152.5538	\$	2,270,001	
06/30/15	30	20	14,400	157.6389	\$	2,270,000	
07/31/15	31	20	14,880	152.5538	\$	2,270,001	
08/31/15	31	20	14,880	152.5538	\$	2,270,001	
09/30/15	30	20	14,400	157.6389	\$	2,270,000	
10/31/15	31	20	14,880	152.5538	\$	2,270,001	
11/30/15	30	20	14,400	157.6389	\$	2,270,000	
12/31/15	31	20	14,880	152.5538	\$	2,270,001	\$ 27,240,004
01/31/16	31	20	14,880	109.5430	\$	1,630,000	
02/29/16	29	20	13,920	117.0977	\$	1,630,000	
03/31/16	31	20	14,880	109.5430	\$	1,630,000	
04/30/16	30	20	14,400	113.1944	\$	1,629,999	
05/31/16	31	20	14,880	109.5430	\$	1,630,000	
06/30/16	30	20	14,400	113.1944	\$	1,629,999	
07/31/16	31	20	14,880	109.5430	\$	1,630,000	

08/31/16	31	20	14,880	109.5430	\$	1,630,000	
09/30/16	15	20	7,200	113.1944	\$	815,000	\$ 13,854,998

Information Request AG-3-11

Please provide the amount of the initial NEA Bid Price Amount referred to in first line of the definition of Adjusted Bid Price Amount on page 3 of the Execution Agreement.

Response

The NEA Bid Price Amount is shown in cell "E10" on Schedule 1, and is \$12,566,453. See definition of Initial NEA Bid Price Amount in the Bellingham Execution Agreement (Petition, Appendix A at Bates page 6).

Information Request AG-3-16

Please provide a copy of the agreement(s) with CEA to act as a finder, broker or agent.  
See Execution Agreement Section 3.5 and Schedule 3.5.

Response

Please see Attachment AG-3-16. This agreement was previously provided as  
Attachment AG-2-7(a) in D.T.E.-04-78.





One NSTAR Way  
Westwood, Massachusetts 02090

Att. AG-3-16

August 15, 2003

Mr. Robert B. Hevert  
President  
Commonwealth Energy Advisors  
313 Boston Post Road West, Suite 210  
Marlborough, MA 01752

Subject: Request for Proposal (RFP) #695, dated July 1, 2003

Dear Mr. Hevert:

We are pleased to inform you that your company has been chosen to perform services as outlined in our RFP noted above.

The Consulting Services Agreement (CSA), which is attached, will serve as the master agreement governing the Contract, with the scope of work for this project. Please sign both attached copies of the CSA, and Contract #15468, and return one set of originals to my attention.

NSTAR Electric & Gas Corporation appreciates your professional response to this solicitation, and looks forward to a continuing, successful business relationship. If you have any questions, please do not hesitate to contact me at 781-441-8103.

Very truly yours,

A handwritten signature in cursive script that reads "Jeanne Brewer, C.P.M.".

Jeanne T. Brewer, C.P.M.  
Sr. Contracts Agent

Attachment

1. Consulting Services Agreement (2 copies)
2. Contract #15468 (2 copies)



NSTAR Electric & Gas Corporation

Contract: 00015468  
Release :  
Executed: 08/08/03  
Printed : 08/15/03  
Page : 1

Mail Invoice To:

Accounts Payable (781)441-8363  
NSTAR Electric&Gas Corp, Agent  
PO Box 250  
Norwood MA 02062-0250

Vendor:

Robert B. Hevert  
COMMONWEALTH ENERGY ADVISORS  
313 BOSTON POST ROAD WEST  
SUITE 210  
MARLBOROUGH MA 01752

Please Direct Inquiries to:

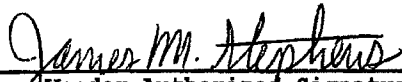
JEANNE T. BREWER, C.P.M.  
Title: SR CONTRACTS AGENT  
Phone: 781 441-8103 Ext:  
Fax : 781 441-8503

NSTAR Electric & Gas Corp agent for  
NSTAR ELECTRIC & GAS CORP.  
ONE NSTAR WAY  
SE 250  
WESTWOOD MA 02090-9230

Title: ENERGY AUCTION SERVICES

Contract Type : STANDARD CONTRACT  
Project :

Start Date: 07/14/03  
End Date : 12/31/03

  
Vendor Authorized Signature

James M. Stephens

Printed Name/Title

8/19/03

Date Signed

(508) 263-6228

Phone

  
Authorized Signature

JEANNE T. BREWER, C.P.M. / SR. CONTRACTS AGENT

Printed Name/Title 781-441-8103

8/15/03


Date Signed

Phone

Key Contacts

Role	Contact Name	Phone/Fax	Company
BUYER	JULIE HORIGAN	781-441-8523	120 Boston E
INVOICE REVW	ROSE FAHERTY	781-441-8019	120 Boston E

\* \* \* End of Contract \* \* \*

	Contract: 00015468 Release: Amendment:
Procurement One NSTAR Way Westwood, MA 02090	COMMONWEALTH ENERGY ADVISORS, INC

#### **SCOPE OF SERVICES**

CONTRACT #15468 DATED AUGUST 15, 2003 ISSUED TO COVER REQUIREMENTS FOR ENERGY AUCTION SERVICES AS OUTLINED IN RFP #695 AND YOUR RESPONSE TO SAME.

TERMS AND CONDITIONS OF THIS CONTRACT ARE IN ACCORDANCE WITH THE ATTACHED CONSULTING SERVICES AGREEMENT DATED AUGUST 15, 2003.

#### **ACCEPTANCE OF CONTRACT**

IF SUPPLIER FAILS TO EITHER REJECT OR EXECUTE THIS CONTRACT, CONTRACT RELEASE OR AMENDMENT THERETO (THE CONTRACT), THEN THIS CONTRACT SHALL BECOME BINDING WHEN ACCEPTED BY THE SUPPLIER. PERFORMANCE BY THE SUPPLIER UNDER A CONTRACT SHALL CONSTITUTE ACCEPTANCE OF THAT CONTRACT. MODIFICATIONS, SUBSTITUTIONS OR CONDITIONS STATED BY THE SUPPLIER IN ACCEPTING OR ACKNOWLEDGING THIS CONTRACT, WHETHER IN CONFLICT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL NOT BE BINDING UPON THE COMPANY, UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE COMPANY'S PROCUREMENT DEPARTMENT. IF THIS CONTRACT HAS BEEN ISSUED IN RESPONSE TO SUPPLIER'S PROPOSAL, THEN ISSUANCE OF THIS CONTRACT SHALL CONSTITUTE AN ACCEPTANCE OF SUCH PROPOSAL, BUT SUBJECT TO THE EXPRESS CONDITION THAT THE SUPPLIER ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS HEREIN, REGARDLESS OF WHETHER PERFORMANCE HAD PREVIOUSLY BEGUN. SUPPLIER SHALL BE DEEMED TO HAVE SO ASSENTED, UNLESS SUPPLIER NOTIFIES THE COMPANY TO THE CONTRARY WITHIN TEN (10) DAYS OF THE DATE OF ISSUANCE OF THIS CONTRACT.

IN ORDER TO ENSURE TIMELY PAYMENTS FOR THE GOODS AND SERVICES PROVIDED UNDER THIS CONTRACT, IT IS **IMPERATIVE THAT ALL INVOICES ISSUED BY YOUR COMPANY NOW REFERENCE THE ABOVE CONTRACT NUMBER, AND, IF APPLICABLE, THE ASSOCIATED BLANKET CONTRACT RELEASE NUMBER.** FAILURE TO REFERENCE THESE NUMBERS MAY RESULT IN LATE PAYMENT OR REJECTION OF INVOICES.

IT IS THE INTENT OF THIS CONTRACT THAT THE RELATIONSHIP OF THE OWNER AND CONTRACTOR BE THAT OF "OWNER AND INDEPENDENT CONTRACTOR." THE MEANS AND METHODS EMPLOYED FOR PERFORMING THE DETAILS OF THE WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

THE TYPES AND LIMITS OF YOUR INSURANCE CERTIFICATES OF WHICH ARE ON FILE WITH OUR INSURANCE DEPARTMENT ARE SATISFACTORY AND SHALL REMAIN IN FORCE FOR THE DURATION OF THE CONTRACT.

THE CONTRACTOR SHALL MAKE ALL STATUTORY REQUIRED PAYMENTS BY THE STATE AND FEDERAL AUTHORITIES FOR ALL PERSONS UTILIZED BY THE CONTRACTOR IN THE EXECUTION OF THE CONTRACTED WORK, AND SHALL, ON REQUEST, PROVIDE EVIDENCE OF SUCH PAYMENTS FOR THE ABOVE-MENTIONED ITEMS.

WORK PREPARATION OR ACTUAL WORK IS NOT TO BE INITIATED UNTIL SPECIFICALLY DIRECTED AND AS SPECIFIED BY THE DESIGNATED ENGINEER OR THE DEPARTMENT SUPERVISOR.

**INSTRUCTIONS TO VENDOR TO CHARGE SALES TAX**

MASSACHUSETTS LAWS REQUIRE THAT NSTAR SERVICES PAY A 5% SALES TAX ON ALL MATERIALS SUCH AS BUILDING MATERIALS, CONSUMABLES, TOOLS, FENCING, PAINTING, ETC. (EXCEPT THOSE MATERIALS USED DIRECTLY IN THE GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRICITY), AND ON CERTAIN SERVICES INCLUDING PAVING AND EQUIPMENT RENTALS.

PLEASE ENSURE THAT ALL INVOICES TO NSTAR SERVICES INCLUDE ACCURATE MASSACHUSETTS SALES TAX AMOUNTS FOR THE ABOVE ITEMS OR THEY WILL NOT BE PROCESSED.

NSTAR SERVICES PAYS ALL SALES TAXES TO VENDORS AND DOES NOT MAKE TAX PAYMENTS DIRECTLY TO THE MASSACHUSETTS DEPARTMENT OF REVENUE AS WE MAY HAVE IN THE PAST.

THEREFORE, IT IS IMPERATIVE THAT VENDOR INVOICING INCLUDE ACCURATE SALES TAX AMOUNTS. IF YOU HAVE ANY QUESTIONS OR CANNOT BILL THE TAX BECAUSE YOU ARE NOT REGISTERED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF MASSACHUSETTS, PLEASE CONTACT THE BUYER OR AGENT NAMED ON THIS CONTRACT.



ONE NSTAR WAY, SE 250  
WESTWOOD, MA 02090

**CONSULTING SERVICES AGREEMENT**

**by**

**NSTAR ELECTRIC AND GAS CORPORATION**

**And**

**COMMONWEALTH ENERGY ADVISORS, INC.**

**August 15, 2003**

## CONSULTING SERVICES AGREEMENT

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## **CONSULTING SERVICES AGREEMENT**

### **PREFACE**

The CONSULTING SERVICES AGREEMENT, hereafter referred to as the Agreement, is the standard Terms and Conditions under which NSTAR Electric & Gas Corporation (Company) will contract for consulting and technical services. It does not preclude a service provider (Supplier) from submitting more favorable or competitive terms in the future, which may be accepted by the Company.

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT is entered into effective August 15, 2003, between NSTAR Electric & Gas Corporation, its present and future Affiliates (Company), a Massachusetts corporation with a principal place of business at One NSTAR Way, Westwood, MA 02090 and Commonwealth Energy Advisors (Supplier), a consulting services Corporation with a principal place of business at 313 Boston Post Road West, Marlborough, MA 01752.

### 1.0 SCOPE OF SERVICES

Supplier agrees to perform for the Company services as may be requested from time to time by the Company. In the event that the Company shall desire any such Services ("Services"), then the Services desired, their cost, and the milestones for performance and payment will be more particularly described in a Contract or Contract Release (Contract) issued by the Company. "Contract" means the document issued by the Company awarding the work to the Contractor, describing generally the work to be performed by the Contractor, the time for commencement and completion of the work, and the amounts and manner of payment to the Contractor for the work. "Contract Release", as appropriate, is a document issued by the Company implementing a scope of work made under a blanket master Contract. Such Contract shall specifically refer to this Agreement and shall also indicate whether reimbursement is to be made on a Fixed Price (Section 2.1) or Recoverable Cost (Section 2.2) basis. Supplier shall indicate its acceptance by having each Contract signed by an authorized representative of the Supplier and returning it to the Company. No work is to be performed without a fully-executed Agreement and applicable Contract.

The Company shall designate, when necessary, a representative authorized to act on its behalf with respect to technical matters on each assignment who will furnish information for the Supplier.

This Agreement is not exclusive, and nothing herein shall be deemed to prevent the Company from engaging other suppliers to perform such Services or from performing such Services using its own employees.

### 2.0 COMPENSATION AND PAYMENT

The Contract shall specify whether Services are to be provided on a Fixed Price or Recoverable Cost basis.

#### 2.1 Contracts on Fixed Price Basis

2.1.1 For performance of the Services described in each Contract, Company shall pay Supplier the Fixed Price set forth in such Contract in accordance with the payment schedule set forth in the Contract.

2.1.2 At any time, in accordance with procedure agreed upon by the parties, Company may request changes in writing, for additions or deletions to the Services in each Contract. In the event of any such change, Supplier shall promptly prepare and submit to Company a statement of the increase or decrease in cost, if any, to the Services and shall also inform Company as to whether such change may result in an extension of time to complete the Services. An amendment to such Contract describing the change, the effect, if any, on the schedule and cost of the Services shall be promptly agreed to and signed by Company and Supplier.

#### 2.2 Contracts on a Recoverable Cost Basis

Each Contract shall include an estimate of the charges to be paid to Supplier on a Recoverable Cost basis, and Supplier shall not incur costs exceeding such estimate without an executed amendment to the applicable Contract

##### 2.2.1 Recoverable Costs

The Company shall reimburse Supplier for costs and expenses incurred by Supplier in the performance of the Services in accordance with rates established by Supplier and provided in Appendix A (attached) and the expense guidelines set forth herein. Recoverable costs and expenses include the following:

###### 2.2.1.1 Payroll and Related Personnel Costs



## CONSULTING SERVICES AGREEMENT

The hourly rates in Appendix A shall be fully loaded rates, including, but not limited to salaries (including vacation and holiday allowances), social and retirement benefits, all payroll taxes and all premiums for liability and property damage insurance, Workers' Compensation and Employer's Insurance and all insurance premiums measured by payroll costs, other benefits and contributions or taxes imposed by any applicable law or regulations, all overhead costs.

### 2.2.1.2 Other Costs and Rates

All expenses must be reasonable and directly associated with the delivery of the services. The supplier shall provide with each proposal an estimate of the expenses anticipated to be necessary to accomplish the scope of work authorized by the Company. In no circumstance shall such expenses exceed 15% of the costs incurred pursuant to 2.2.1.1 above.

NOTE: For local personnel, travel costs shall be limited to the difference in mileage from the Company required work location and the normal work location with no other allowances made.

2.2.1.2.1 The cost of all materials and supplies other than engineering supplies used or consumed in the performance of the Services. Engineering supplies used or consumed in the performance of the Services shall be included in Section 2.2.1.1.

2.2.1.2.2 All costs associated with models (including the cost of floor space occupied by models), reproduction of plans, specifications, reports and other data, at rates listed in Appendix "A".

2.2.1.2.3 Use of Data Processing computers, including related operator time, and use of standard programs at rates listed in Appendix "A".

### 2.2.2 Rate Stability & Volume Discount

Rates are to be fixed for a period of one year or for the duration of the Contract or Contract Release, whichever is longer. If both parties agree that extenuating circumstances warrant a modification to these rates prior to the time period described above, an amendment to this agreement or to the affected Contract or Contract Release shall be issued to incorporate the new rate(s).

When aggregate job hours accumulated under this Agreement for each calendar year exceeds the specified limits, the Billing Rate in Appendix "A" shall be adjusted as follows:

Annual Aggregate Job Hours

Discount

## 2.3 Invoicing

As soon as possible, after the end of each calendar month or completion of each payment milestone, in accordance with the agreed payment procedures, the Supplier shall submit an invoice, supported by copies of payroll abstracts, vouchers and other supporting documentation required by the Company. For reimbursable expenses, copies of all invoices, receipts, etc. for amounts greater than \$25 should be included, in accordance with Internal Revenue Service Guidelines. Final invoicing shall be rendered within 30 days of submitting the notice of completion, referred to in Section 10.0. The Company shall pay all undisputed invoices within thirty (30) days of receipt of such invoice. A sample invoice is included as Appendix "B" showing minimum data required to process an invoice.

## **CONSULTING SERVICES AGREEMENT**

### **2.4 Examination of Accounts**

The Supplier shall maintain, during the course of work, and retain, for not less than six (6) years after completion thereof, complete and accurate records of all of the Supplier's costs which are chargeable to the Company. The Company shall have the right at its expense, and upon notice to Supplier, at any time during ordinary business hours, to inspect and audit such records. The records to be maintained and retained by the Supplier shall include (without limitation): (a) payroll records accounting for the total-time distribution of the Supplier's employees working full or part time on the work (to permit tracing to payrolls and related tax returns) as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices and receipts for purchases, receiving and issuing documents, and all the other unit-inventory records for the Supplier's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for the subcontractors' and any other third parties' charges; (d) other documents and information relating to the achievement of performance or payment milestones, or deliverables.

### **3.0 CALCULATIONS, DRAWINGS, PLANS AND SPECIFICATIONS**

All calculations, drawings, plans, specifications, reports and other deliverables developed by the Supplier under this Agreement, shall be the property of Company. All such calculations, drawings, plans, specifications, reports and other deliverables shall be delivered to Company in accordance with the schedule in the applicable attachments hereto and the Contract. The Company shall have access to work in process.

### **4.0 PROFESSIONAL RESPONSIBILITIES**

#### **4.1 General Responsibility and Warranty**

Supplier assumes professional and technical responsibility for the performance of its services in connection with work assignments under this Agreement in accordance with best professional standards and practices and any additional guarantee or warranty offered in the applicable Contract. If, during the performance of Services or within three (3) years following completion thereof, such Services fail to meet the aforesaid standards or a defect is found, and Company notifies Supplier thereof in writing, Supplier shall promptly furnish remedial services and products necessary to correct such deficiencies.

#### **4.2 Independent Contractor**

It is the intent of this Agreement that the relationship of the Company and the Supplier be that of 'contracting party for services and independent contractor,' respectively.

#### **4.3 OSHA Hazard Communication Standard**

Supplier, prior to bringing hazardous chemicals or substances onto a Company facility and/or arranging for transportation of such chemicals or substances to a Company facility, shall notify Company management and provide the required MSDS for those items. Supplier is hereby notified that the Company has in place a Hazardous Communication Program in accordance with 29 CFR 1910.1200. This document is available for review and inspection by the Supplier or its representative.

#### **4.4 Protection of Company Property**

Supplier shall protect all Company property in its possession or utilized in the performance of the Services from any damage or loss. Company property destroyed, damaged, lost or stolen, except by act or omission of the Company, shall be replaced or repaired to the Company's satisfaction at Supplier's expense.

## CONSULTING SERVICES AGREEMENT

### 4.5 Compliance With Laws

Supplier will comply with all applicable laws, ordinances, rules regulations, codes and orders of any public body having jurisdiction.

### 4.6 Removal Of Supplier's Employees

The Supplier agrees to use only experienced, responsible, and qualified personnel to perform the work and further agrees to follow Company policies and procedures during the course of the same. The Company may require that the Supplier remove from the project persons who do not satisfy the aforementioned requirements or endanger persons or property, or whose continued work is inconsistent with the successful completion of the Services.

## 5.0 INDEMNIFICATION

- 5.1 The Supplier shall be responsible for the proper execution and completion of the Services and shall take all necessary precautions for prevention of injury to persons or damage to property in, about, or in connection with the Services. The Supplier shall indemnify, defend and save harmless the Company, its officers, employees, agents and contractors from all claims for damage to property or person, including death, suffered by any persons (including Supplier, his employees, contractors or agents) to the extent caused by the Supplier or its employees, agents, contractors or invitees.
- 5.2 Supplier shall also indemnify, defend (with counsel acceptable to Company) and save harmless the Company, its officers, employees and agents from all actions, claims, costs, damages, expenses and liability whatsoever arising or resulting from allegations that the services or any products or deliverables provided by Supplier infringe on or violate any patent, trademark, copyright, trade secret or any other proprietary interest. If the Company is enjoined from the use of services on the basis of infringement, the Supplier shall, at its expense, and at the option of the Company, either (a) procure for the Company the right of continued use, (b) replace or modify the same to make them non-infringing, or (c) remove the same at no cost to the Company, and refund the purchase price and all associated costs.

## 6.0 INSURANCE

Without limiting any of the other obligations or liabilities of the Supplier, the Supplier shall provide and maintain at its own expense (including deductibles) the following minimum insurance coverages:

- 6.1 Worker's Compensation and Employer's Liability Insurance in statutory amounts, with a minimum coverage amount of \$500,000, to provide for payment to Supplier's employees employed on or in connection with the work covered by this Agreement and/or their dependents, of Workers' Compensation benefits including, when required, Occupational Disease benefits in accordance with applicable law (including, without limitations, the U. S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act).
- 6.2 Primary Comprehensive General Liability Insurance including Premises-Operations, Owners' and Contractors' Protective Liability and Completed Operations Insurance with combined single limit of \$1,000,000 each occurrence for bodily and/or personal injury, including death and property damage. This policy is to also include Broad Form Property Damage, Blanket Contractual Liability (including obligations assumed under the indemnity provisions of this contract) and XCU hazards. Underwriters shall waive all rights of recovery against the Company.
- 6.3 Primary Comprehensive Automobile Public Liability (including owned, nonowned and hired automotive equipment), used in connection with the Supplier's Services; with a combined single limit for bodily injury or death and property damage of \$1,000,000 per accident. This policy will also provide coverage for Automobile Comprehensive Fire and Theft, and Collision insurance. Underwriters shall waive all rights of recovery against the Company.
- 6.4 Professional Liability Insurance with limits of \$1,000,000 per day with an annual aggregate cap of \$1,000,000. Such insurance shall provide coverage for claims brought against the Supplier during the performance of his Services.

## CONSULTING SERVICES AGREEMENT

- 6.5 General Aggregate Insurance with a combined single limit for bodily injury and/or personal injury including death and property damage of \$2,000,000 each occurrence excess of the above Primary Workers' Compensation/Employer's Liability, Primary Comprehensive General Liability and Primary Automobile Public Liability Insurance. Underwriters shall waive all rights of recovery against the Company.
- 6.7 Except as to Item 6.1, the Company shall be included as an additional named insured on all policies specified herein. The naming of the Company as an additional named insured shall not obligate the Company to pay any premium on the policies. Such insurance shall be primary insurance and shall contain a Severability of Interest clause with respect to each insured. The "Other Insurance" clause of such policies shall be modified, if necessary, to specify that any separate insurance maintained in force by the Company shall be considered excess insurance and shall not contribute with insurance extended by Supplier's and/or subcontractor's insurer(s) under this requirement.
- 6.8 Supplier shall, ten (10) days before commencing work under this Agreement and prior to expiration of any policy of insurance, deliver to NSTAR Electric & Gas Corporation, One NSTAR Way, Westwood, MA 02090 Attention: Procurement Director, three (3) copies of the Certificate(s) of Insurance completed by his insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and will not be canceled or changed until thirty (30) days after written notice is given to the Company. The Supplier further agrees to deliver within ten (10) days of requests two copies of each of the above policies to the NSTAR Electric & Gas Corporation, One NSTAR Way, Westwood, MA 02090 Attention: Procurement Director, if so requested by the Company.

### 7.0 ASSIGNMENT

The Supplier shall not assign this Agreement, the services, nor any monies due or to become due hereunder without the advance written consent of the Company, which may be withheld at the Company's discretion.

### 8.0 SUBCONTRACTING

The Supplier shall not subcontract portions of the work without the prior written approval of the Company. Supplier hereby guarantees to the Company compliance by any such approved subcontractor (s) with the responsibilities and liabilities herein. The Supplier further agrees that the Company will not incur any duplicate costs as a result of such subcontracting.

### 9.0 TERMINATION

#### 9.1 Termination for Default

The Company may terminate this Agreement or any Contract or Contract Release without prejudice to any other right or remedy Company may have, and without recourse against the Company, upon written notice to Supplier if: (1) Supplier should be adjudged bankrupt, (2) Supplier should make a general assignment for the benefit of his creditors or becomes insolvent, or (3) Supplier shall fail to comply with any of the provisions, commitments, schedules, covenants, specifications, instructions, and conditions of this Agreement or a Contract.

#### 9.2 Termination for Convenience of the Company

The Company may terminate for convenience a Contract or Contract Release, in whole or in part by written notice to the Supplier. In such event, the Company shall make payment to the Supplier for those charges incurred prior to such termination that are recoverable pursuant to the terms hereof. This provision shall not be deemed to limit or otherwise affect the Company's right to terminate this Agreement or any Contract or Contract Release on account of the default of the Supplier.

### 10.0 NOTICE OF COMPLETION AND ACCEPTANCE

Upon completion of the Services under each Contract Release, Supplier shall notify the Company in writing in the form of notice letter, Attachment #1, of the date of said completion, and request confirmation of same by Company. Upon receipt of said notice, Company shall confirm to Supplier in writing if the Services referred to in said notice were completed on the date indicated in said notice or provide Supplier with a written listing of the Services not completed.

## CONSULTING SERVICES AGREEMENT

With respect to Services listed by Company as incomplete, Supplier shall promptly complete such Services and the above acceptance procedure shall be repeated.

### 11.0 SEVERABILITY

In the event that any of the provisions, or portions or application thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Company and Supplier shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

### 12.0 ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, which might be the subject of a personal action at law or of a suit in equity may by agreement of the parties be submitted to the decision of a majority of three arbitrators in accordance with the applicable rules then obtaining of the American Arbitration Association, including the selection of the arbitrators. The controversy shall be submitted to the arbitrators within a reasonable time thereafter. Hearings shall be held in Boston, Massachusetts. The arbitrators shall determine which party shall pay the cost of arbitration or the manner in which such cost shall be divided between the parties. The submission and enforcement of the award shall be governed by Massachusetts law. Pending the result of the arbitration the Supplier shall proceed with the work in accordance with the instructions of the Company.

### 13.0 LAW CONTROLLING

This Agreement is executed with reference to the laws of the Commonwealth of Massachusetts and the rights and liabilities of the parties and the construction and effect of every provision hereof shall be subject to and construed according to said laws. The courts of the Commonwealth of Massachusetts shall be the venue for resolving any dispute hereunder, unless the parties otherwise agree in writing.

### 14.0 LIENS AND ATTACHMENTS

The Supplier shall not place nor permit any lien or attachment to be placed upon any property of the Company. In the event that any such lien or attachment is imposed, Supplier shall immediately discharge the same at Supplier's expense. Until such lien or attachment is removed, no payment will be made for any claim hereunder.

### 15.0 TAXES, INSURANCE, PREMIUMS

All Massachusetts State Sales Tax on materials and equipment rentals or any other taxable items will be paid for directly by the Supplier and not the Company. Said Massachusetts State Sales Tax shall be included in all proposals submitted. If appropriate, Company shall provide applicable sales tax exemption certificates upon request.

The Supplier agrees to assume full responsibility with respect to the Services covered by this Agreement for the payment of any federal or state payroll taxes or contributions, for unemployment insurance, workmen's compensation, old age pensions, annuities, and the like, in conformity with applicable law, regulations and rules and to indemnify the Company for any liability therefore.

### 16.0 AMENDMENTS

It is understood and agreed that amendments, when issued, shall be subject to all the terms, provisions and conditions of this Agreement and any applicable Contract.

### 17.0 EQUAL OPPORTUNITY CLAUSE

The terms and provisions of the Equal Opportunity Clause, Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, regarding "Nondiscrimination in Employment by Government Contractors and Subcontractors", are incorporated by reference and made a part of this Agreement. Upon request, the Supplier shall supply the Company with a certificate demonstrating compliance with the foregoing.

## **CONSULTING SERVICES AGREEMENT**

### **18.0 ORDER OF PRECEDENCE**

Should a conflict arise among the various documents which comprise the Agreement between the parties, the order of precedence shall be as follows:

- 18.1 The Contract and Subsequent Amendments
- 18.2 Any Addenda Specifically Referenced in the Contract
- 18.3 This Consulting Services Agreement
- 18.4 The Supplier's Technical Proposal

### **19.0 CONFORMITY WITH THE COMPANY'S PRACTICES AND PROCEDURES**

Supplier agrees to comply with Company's standard practices and procedures regarding access to and activity performed at all the Company's facilities.

### **20.0 NONWAIVER**

The Company's failure to insist on strict performance of any term, condition, or instruction, or to exercise any right or privilege here included or its waiver of any breach, shall not constitute a waiver of any failure in the future to observe such term, condition, instruction and/or any other right or privilege.

### **21.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings. No preprinted terms and conditions contained in the Supplier's documents with respect to the Services shall be effective to modify or add to the terms and conditions which are contained in this Agreement unless agreed to in writing by both parties.

### **22.0 TERM OF AGREEMENT**

This Agreement shall remain in force and effect from the effective date until the completion of the Services, unless earlier terminated in accordance with the terms hereof. This Agreement may be extended by mutual written agreement of the parties.

### **23.0 NOTICES AND CORRESPONDENCE**

All notices and correspondence permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally, by facsimile by confirmation of receipt, by courier, by evidence of delivery or on the fifth day following the date on which each such notices is deposited postage prepaid in the United States Mail. All notices, requests or communications shall be delivered or sent to the other party at the address shown below or to any other address as the party may designate by ten (10) days prior written notice given in accordance with this provision.

If to Company:  
NSTAR Electric & Gas Corporation  
One NSTAR Way – SE250  
Westwood, Massachusetts 02090  
Attention: Jeanne T. Brewer, C.P.M.

If to Supplier:  
Commonwealth Energy Advisors  
313 Boston Post Road West, Suite 210  
Marlborough, MA 01752  
Attention: Robert B. Hevert

### **24.0 CONFIDENTIALITY**

## CONSULTING SERVICES AGREEMENT

The Supplier agrees to keep confidential all information provided by the Company (Confidential Information) pursuant to this Agreement. Confidential Information is not to be reproduced or disclosed to any third party, without the Company's permission, except to governmental or regulatory agencies. Confidential Information is not to be used by anyone other than the party to whom disclosed, nor used for any purpose other than the performance of Services and the completion of the Work.

### 25.0 LIMITATION ON PUBLICITY - REVISED

In order to provide the services described in this Proposal, the Supplier may indicate that it has (1) been awarded this assignment and/or (2) is performing this service. The Supplier may not otherwise advertise or promote using the name of the Company, the terms or existence of this Agreement, or the Supplier's relationship with the Company without the express written consent of the company. Supplier agrees to provide the Company with a copy in advance of distribution of any written material using Company name and/or information, for review, comment, and approval.

### 26.0 GIFTS, GRATUITIES AND CONFLICTS OF INTEREST

The exchange or offer of any money, gifts, services, or other benefits or gratuities by either party hereto to the other party hereto is hereby prohibited. This prohibition shall be applicable to the party's officers, employees, agents, employees and family members of the foregoing. Supplier hereby represents that to the best of its knowledge and/or belief, no economic, beneficial or employment, or managerial relationship exists between Supplier and any employee of the Company, or any member of such employee's family, which may tend to influence such employee (or those family members) in the performance of his or her duties on behalf of the Company. In the event Supplier becomes aware of any of the foregoing, the Supplier shall promptly advise the Company. Supplier further agrees to disclose any claim against the Company or the Company's affiliates, or the existence of any relationship with any other entity which is or may be adverse to the interests of the Company. In the event any activities or circumstances as described in this Section 26 arise, the Company shall have the right to elect to terminate this Agreement, effective upon the provision of written notice to the Supplier, without further recourse against the Supplier, and Supplier shall further retain all other rights and remedies in law or equity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

NSTAR ELECTRIC & GAS CORPORATION

By: Jeanne Brewer, C.P.M.

Printed: Jeanne T. Brewer, C.P.M.  
Name:

Title: Sr. Contracts Agent

Date: August 15, 2003

By: James M. Stephens

Printed: James M. Stephens  
Name:

Title: Vice President

8/18/03

# **CONSULTING SERVICES AGREEMENT**

## **APPENDIX "A"**

### **SCHEDULE OF RATES**

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<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Billing Rates by Category	
2.0	Support Rates	
3.0	Other (Specify)	



**CONSULTING SERVICES AGREEMENT**

**APPENDIX "B"**

**I N V O I C E**

DATE: \_\_\_\_\_

Invoice # \_\_\_\_\_

JOHN DOE CORP.  
10 HIGH STREET  
BOSTON, MA 02111

TO: NSTAR ELECTRIC & GAS CORPORATION  
Accounts Payable  
P.O. Box 250  
NORWOOD, MA 02062-0250

Contract # \_\_\_\_\_

Contract Release #: \_\_\_\_\_

**BRIEF DESCRIPTION OF SERVICES PERFORMED IN ACCORDANCE WITH CONTRACT**

<b>LABOR</b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Extension</u></b>
	Consulting Engineer	8	\$10.00	\$ 80.00
	Technician	8	9.00	72.00
	Draftsman	8	8.00	64.00
	Secretary	8	7.00	<u>56.00</u>
	Sub-Total			\$272.00

**MATERIALS SUPPLIES:** Itemized with paid vouchers attached

**EXPENSES/PER DIEM RATES:** Itemized with vouchers attached

**SUB-CONTRACT WORK:** Totals with paid vouchers attached

Sub-Total \$000.00

**GRAND TOTAL \$272.00**

**CONSULTING SERVICES AGREEMENT**

ATTACHMENT #1

NOTICE OF COMPLETION  
CONTRACT NUMBER \_\_\_\_\_  
CONTRACT DATED \_\_\_\_\_, 20\_\_\_\_

The work provided pursuant to the Contract or Contract Release dated \_\_\_\_\_, 20\_\_\_\_, including all amendments as of the date of this Notice, (hereinafter called the "Project") between NSTAR Electric & Gas Corporation ("Company") and \_\_\_\_\_ "Supplier") has been completed as of \_\_\_\_\_, 20\_\_\_\_.

All defects in workmanship and materials reported during the period of construction of the Project have been corrected.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NSTAR ELECTRIC & GAS CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Information Request AG-3-20

Please explain how the Monthly Support Payment Price shown on Schedule 1 of each Amended and Restated Power Purchase Agreement was derived or otherwise arrived at.

Response

Schedule 1 applies only to the Bellingham Execution Agreement, not to the individual Amended and Restated PPAs. NSTAR Electric assumes that the Attorney General intended to refer to Schedule 4.1(a) of each Amended and Restated Purchase Power Agreement.

NEA provided the Monthly Support Payment Prices shown on Schedules 4.1(a) of each Amended and Restated PPA as part of its auction bid (see Petition, Appendix A at Bates pages 146-149, 270-272, 350-353, 424-427).

Information Request AG-3-23 (A)

Please provide a copy of the Schedule 1 spreadsheet for each of the Amended and Restated Power Purchase Agreements.

Response

NSTAR Electric cannot provide a Schedule spreadsheet for each Amended and Restated Power Purchase Agreement because Schedule 1 applies only to the Bellingham Execution Agreement. It is provided in the response to Information Request AG-2-19, Attachment AG-2-19.

Information Request AG-3-23 (B)

Please provide a copy of Schedule 1.5.

Response

Please see the response to Information Request AG-2-19, Attachment AG-2-19 for an electronic copy of the spreadsheet for Schedule 1.5. The actual calculation for Schedule 1.5 will be performed at the closing as described in paragraph (i) of the definition of Adjusted Bid Price Amount (Petition, Appendix A, at Bates page 3).

Information Request AG-3-29

Refer to Schedules 4.1 (a) for each restructured contract. Please explain how the support payments for each contract were determined. Provide all supporting documents, workpapers, calculations and assumptions.

Response

Please see response to Information Request AG-3-20.